

County of - Chatham

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N W
SUITE 200
WASHINGTON, D C
20006-2973

(202) 393-2266
FAX (202) 393-2156

RECORDATION NO. 20959-C

FILED

JAN 14 '99

11-15AM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 13, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Amendment Agreement, dated as of July 1, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Lease Agreement which was previously filed with the Commission/Board under Recordation Number 20959

The names and addresses of the parties to the enclosed document are:

Lessee: Consolidated Rail Corporation
2001 Market Street
Philadelphia, PA 19101

Lessor Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

A description of the railroad equipment covered by the enclosed document is

This transaction does not involve any new or additional railroad equipment.

Mr. Vernon A Williams
January 13, 1999
Page 2

Also enclosed is a check in the amount of \$26 00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W Alvord

RWA/bg
Enclosures

[N3197]

RECORDATION NO. 20959-C FILED

JAN 14 '99

11-15AM

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, dated as of July 1, 1998 (the "Amendment Agreement"), is made by and between Helm Financial Corporation, as lessor (the "Lessor"), and Consolidated Rail Corporation, as lessee (the "Lessee")

PRELIMINARY STATEMENTS

WHEREAS, the Lessor and Lessee have entered into a certain Net Lease of Railroad Equipment, dated as of April 1, 1996, as amended and supplemented from time to time (the "Lease Agreement"), and

WHEREAS, the Lessor and Lessee now desire to amend the Lease Agreement, as hereinafter provided

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lessor and Lessee hereby agree as follows

Section 1. Certain Defined Terms Capitalized terms used but not defined herein have the respective meanings set forth in the Lease Agreement

Section 1.01 "Affiliate" "Affiliate" means, as applied to any company, any other company directly or indirectly controlling, controlled by, or under common control with such company

Section 2. Amendments to Lease Agreement

Section 2.01 In the second line of subsection C of Section 16 of the Lease Agreement, immediately after the word "Lessor", the following parenthetical shall be inserted

"(except that no such consent is required for any sublease to an Affiliate of the Lessee)"

Section 2.02 In the last sentence of subsection D of Section 16 of the Lease Agreement, "Section 16 E " shall be replaced by "this Section 16"

Section 3. Reconfirmation The Lessor and the Lessee hereby ratify, approve and confirm their rights and obligations in each and every respect under the Lease Agreement, as amended by this Amendment Agreement

Section 4. Further Assurances The Lessor and Lessee each hereby agree to execute and deliver, or cause to be executed and delivered, such other documents, instruments and agreements, and take such further actions, as either party may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Amendment Agreement

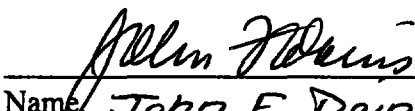
Section 5. Amendment or Waiver This Amendment Agreement may not be amended, waived or modified without the written consent of the party to be bound thereby

Section 6. Governing Law This Amendment Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

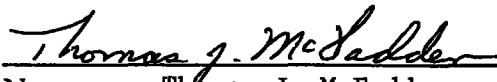
Section 7. Execution in Counterparts This Amendment Agreement may be signed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument Delivery by telecopier of an executed signature page hereto shall be effective as delivery of a manually executed counterpart thereof

IN WITNESS WHEREOF, the undersigned have caused this Amendment Agreement to be executed by their respective officers or representatives or attorneys-in-fact thereunto duly authorized, as of the date first above written

HELM FINANCIAL CORPORATION

By 
Name John F. Dains
Title CFO

CONSOLIDATED RAIL CORPORATION

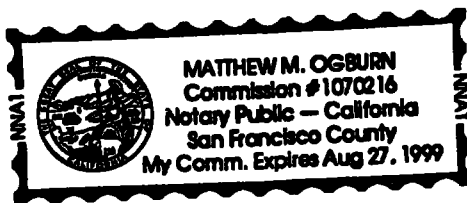
By 
Name Thomas J. McFadden
Title Treasurer

STATE OF California :)
) SS.:
COUNTY OF San Francisco :)

On this, the 13th day of August, 1998, before me, a notary public, personally appeared John F. Dains, to me known, who, being by me duly sworn, did depose and say that he/she is the Chief Financial Officer of Helm Financial Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on August 13, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
13th day of August, 1998.

[Notarial Seal]



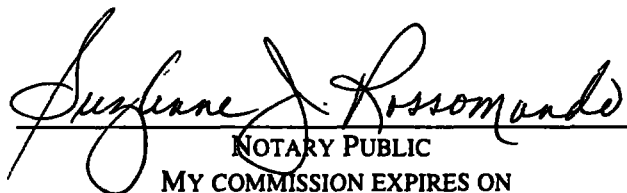
Matthew M. Ogburn
NOTARY PUBLIC
MY COMMISSION EXPIRES ON

STATE OF Pennsylvania :)
)
COUNTY OF Philadelphia :) SS.:

On this, the 12th day of October, 1998, before me, a notary public, personally appeared Thomas J. McFadden, to me known, who, being by me duly sworn, did depose and say that he/she is the Treasurer of Consolidated Rail Corporation, one of the parties described in and which executed the foregoing instrument; that said instrument was executed on October 12, 1998 on behalf of said party by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said party.

Sworn to before me this
12th day of October, 1998.

[Notarial Seal]


NOTARY PUBLIC
MY COMMISSION EXPIRES ON

NOTARIAL SEAL Suzanne J. Rossomando, Notary Public City of Philadelphia, Phila. County My Commission Expires June 28, 1999

CHAPMAN AND CUTLER

City, Utah 84111, dated October 28, 1997, covering the obligations of the Lessor and the Lessee relating to diesel electric locomotives bearing road numbers listed in the Exhibit attached thereto. The Memorandum of Trust Indenture Supplement No. 1 is related to the Memorandum of Trust Indenture and Security Agreement between the Lessor and the Indenture Trustee, dated October 28, 1997, which is filed concurrently herewith.

If you have any questions or need further information, please do not hesitate to contact the undersigned (312-845-3892).

Sincerely,

CHAPMAN AND CUTLER

By Karl T. Williams
Karl T. Williams

KTW/b
Enclosures

CHAPMAN AND CUTLER

EXHIBIT A

UNITS

EQUIPMENT	QUANTITY	ROAD NUMBERS
New General Motors Corporation (Electro-Motive Division) SD70M-AC Locomotives	6	BNSF 9832 through BNSF 9837, inclusive
New General Electric Company Model Dash 9-44CW Diesel Electric Locomotives	14	BNSF 794 through BNSF 799, inclusive, BNSF 4700 through BNSF 4707, inclusive

OCT 27 '97

11-38 AM

**MEMORANDUM OF LEASE AGREEMENT
(BNSF 1997-I)**


Memorandum of Lease Agreement, made and entered into on October 28, 1997 by and between Stockton Locomotive Lease Co., Ltd., a Cayman Islands corporation ("*Lessor*"), and The Burlington Northern and Santa Fe Railway Company, a Delaware corporation ("*Lessee*").

WITNESSETH:

The undersigned have entered into that certain Lease Agreement (BNSF 1997-I), dated as of October 28, 1997, whereby the Lessor has agreed to lease to the Lessee and the Lessee has agreed to lease from the Lessor certain locomotives bearing road numbers as listed on Exhibit A attached hereto, subject to the term defined in said Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

STOCKTON LOCOMOTIVE LEASE CO., LTD.

By 
Name: F. Jan Blaustein
Title: President

Executed on this 21st day of October, 1997.

THE BURLINGTON NORTHERN AND SANTA FE
RAILWAY COMPANY

By _____
Name: Paul J. Weyandt
Title: Assistant Vice President-Finance
and Assistant Treasurer

Executed on this ____ day of October, 1997.

**MEMORANDUM OF LEASE AGREEMENT
(BNSF 1997-I)**

Memorandum of Lease Agreement, made and entered into on October 28, 1997 by and between Stockton Locomotive Lease Co., Ltd., a Cayman Islands corporation ("*Lessor*"), and The Burlington Northern and Santa Fe Railway Company, a Delaware corporation ("*Lessee*").

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IN WITNESS WHEREOF, the parties hereto have each caused this memorandum to be duly executed by their respective officers duly authorized as of the date and year first above written.

STOCKTON LOCOMOTIVE LEASE CO., LTD.

By _____
Name: F. Jan Blaustein
Title: President

Executed on this ____ day of October, 1997.

THE BURLINGTON NORTHERN AND SANTA FE
RAILWAY COMPANY

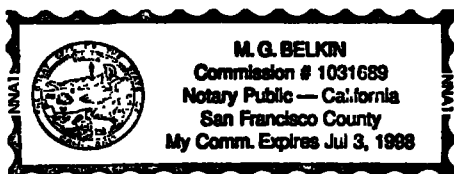
By 
Name: Paul J. Weyandt
Title: Assistant Vice President-Finance
and Assistant Treasurer

Executed on this 28th day of October, 1997.

STATE OF California)
)
COUNTY OF San Francisco) SS.:

On this, the 21st day of October, 1997, before me, a Notary Public in and for said County and State, personally appeared F. Jan Blaustein, who being by me duly sworn, says that she is the President of STOCKTON LOCOMOTIVE LEASE CO., LTD., that said instrument was signed on October 21, 1997 on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



M.G. Belkin
Name: M. G. Belkin
Notary Public
My Commission Expires: _____
Residing in _____

STATE OF _____)
)
COUNTY OF _____) SS.:

On this, the _____ day of October, 1997, before me, a Notary Public in and for said County and State, personally appeared Paul J. Weyandt, who being by me duly sworn, says that he is the Assistant Vice President - Finance and Assistant Treasurer of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, that said instrument was signed on October __, 1997 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name: _____
Notary Public
My Commission Expires: _____
Residing in _____

STATE OF _____)
) SS.:
COUNTY OF _____)

On this, the _____ day of October, 1997, before me, a Notary Public in and for said County and State, personally appeared F. Jan Blaustein, who being by me duly sworn, says that she is the President of STOCKTON LOCOMOTIVE LEASE CO., LTD., that said instrument was signed on October __, 1997 on behalf of said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

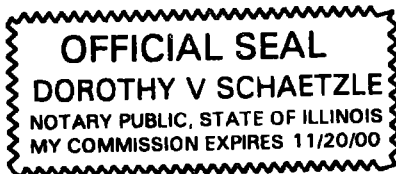
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF Illinois)
) SS.:
COUNTY OF Cook)

On this, the 22ND day of October, 1997, before me, a Notary Public in and for said County and State, personally appeared Paul J. Weyandt, who being by me duly sworn, says that he is the Assistant Vice President - Finance and Assistant Treasurer of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, that said instrument was signed on October 22, 1997 on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Dorothy V. Schaezle
Name:
Notary Public
My Commission Expires: 11/20/00
Residing in Lake In The Hills

EXHIBIT A

UNITS

EQUIPMENT	QUANTITY	ROAD NUMBERS
New General Motors Corporation (Electro-Motive Division) SD70M-AC Locomotives	6	BNSF 9832 through BNSF 9837, inclusive
New General Electric Company Model Dash 9-44CW Diesel Electric Locomotives	14	BNSF 794 through BNSF 799, inclusive, BNSF 4700 through BNSF 4707, inclusive